

# ***BELLSOUTH® / CLEC Agreement***

***Customer Name: T.V. Service, Incorporated***

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**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**T.V. Service, Incorporated**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between T.V. Service, Incorporated ("T.V. Service"), a Kentucky corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

**WHEREAS**, T.V. Service has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and KMC Data, LLC dated June 30, 2005 for the state of Kentucky. The rates, terms and conditions for the state of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee are **not** effective.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, T.V. Service and BellSouth hereby agree as follows:

1. T.V. Service and BellSouth shall adopt in its entirety the KMC Data, LLC Interconnection Agreement dated June 30, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The KMC Data, LLC Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Title Page	1
Exhibit 1 Cover Page	1
KMC Data, LLC Interconnection Agreement	679
Amendment dated 12/14/05	65
Amendment dated 03/31/06	19
TOTAL	769

2. In the event that T.V. Service consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of T.V. Service under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the KMC Data, LLC Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the KMC Data, LLC Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. T.V. Service shall accept and incorporate any amendments to the KMC Data, LLC Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

T.V. Service, Incorporated

Archie W. Everage  
PO Box 1410, 2742 Hwy 550 E.  
Hindman, KY 41822  
(606) 785-3450 Phone  
(606) 785-3110 Fax  
[AEVERAGE@TVSCable.com](mailto:AEVERAGE@TVSCable.com)

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be

effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Shore

Title: Director

Date: 2/7/07

T.V. Service, Incorporated

By: 

Name: Archie W. Everage

Title: Vice-President/General Manager

Date: 1/26/07

## **EXHIBIT 1**

**T.V. Service, Incorporated Adoption of KMC Data, LLC  
for the state of Kentucky**